EXHIBIT A

SUITE 350
TA
TA 8)
TA 8)
8)
8)

It is hereby agreed that this Contract shall be performed subject to the terms contained on Page 1 and 2 hereof which shall prevail over any previous arrangements and which shall in turn be superseded (except as to deadfreight and demurrage) by the terms of the Bill of Lading, the terms of which (in full or in exact) are found on the reverse side hereof.

SIGNATURE (CONTRET) BIJAN PARISIMA, VILE PRESIDENT	VICO PRESIDENT, CONTRACIS

FULL TERMS OF THE CARRIER'S BILL OF LADING FORM'

the consignee, the holder of the Bilt of Lading, the owner of the cargo and any person entitled to possession of the cargo. 2. Notification.

Any mention in this Bill of Leding of parties to be notified of the arrival of the cargo is solely for the Information of the Carrier and feiture to give such notification shall not involve the Carner in any liability nor relieve the Merchant of any obligation

3. Liability for Carriage Between Port of Loading and Port of Discharge.

(a) The International Convention for the Unification of Certain tules of Law relating to Bits of Lading signed at Brussels on 26 August 1924 I'the Hague Rules") as amended by the Protocal signed at Brussels on 23 February 1968 ("the Hague-Visby Rules") and as enacted in the country of shipnt shall apply to this Contract. When the Hague-Visiby Rules are not enacted in the country of shipment, the corresponding legislation of the country of destination shall apply, irrespective of whether such legislation may only regulate outbound shipments.

When there is no enactment of the Hague-Visby Rules in elther the country of shipment or in the country of destination, the Hague-Visby Rules shall apply to this Contract save where the Hague Rules as enacted in the country of shipment or, if no such enactment is in place, the Hague Rules as enacted in the country of destination apply compulsority to this Contract. The Protocol signed at Brussels on 21 December 1979 ("the SDR Protocol 1979") shell apply where the Hague-Visby Rules

apply, whether mandatority or by this Contract.

The Carrier shall in no case be responsible for loss of or damage to cargo arising prior to loading, after discharging, or with

respect to deck cargo and live entmals.

(b) If the Carrier is held liable in respect of delay, consequenlial loss or damage other than loss of or damage to the cargo, the liability of the Cerrier shall be limited to the freight for the cerriage covered by this Bill of Lading, or to the limitation amount as determined in sub-clause 3(a), whichever is the

(c) The appreciate liability of the Camier and/or arry of his servants, agents or independent contractors under this Contract shall, in no circumstances, exceed the limits of liability for the total loss of the cargo under sub-clause 3(a) or, if applicable. the Additional Clause.

4. Law and Jurisdiction.

Disputes arising out of or in connection with this Bill of Lading shall be exclusively determined by the courts and in accor-dance with the law of the place where the Cerrier has his opinclost place of business, as stated on Page 1, except as pro-

5. The Scope of Carriage.

The intended carriage shall not be limited to the direct volute but shall be deemed to include any proceeding or returning to or stopping or slowing down at or off any ports or places for nable purpose connected with the carriage including bunkaring, toading, discharging, or other cargo operations

and maintenance of Vessel and crew 6. Substitution of Vessel.

The Carrier shall be at liberty to carry the cargo or part thereof to the Port of discharge by the said or other vessel or vessels either belonging to the Carrier or others, or by other means of ransport, proceeding either directly or indirectly to such port. 7. Transhipment,

The Carrier shall be at liberty to tranship, lighter, land and store the cargo either on shore or affect and reship and forward the same to the Port of discharge.

8. Liability for Pre- and On-Carriage.

When the Carrier erranges pre-carriage of the cargo from a place other than the Vessel's Port of loading or on-carriage of the cargo to a place other than the Vessel's Port of discharge, the Carrier shall contract as the Merchant's Agent only and the Carrier shall not be liable for any loss or damage arising during any part of the carriage other than between the Port of loading and the Port of discharge even though the freight for the whole carriage has been collected by him.

9. Loading and Discharging.

(a) Loading and discharging of the cargo shall be arranged by the Cerrier or his Agent.
(b) The Merchant shall, at his risk and expense, handle and/or

store the cargo before loading and after discharging.

(c) Loading and discharging may commence without prior no-

ld) The Merchant or his Agent shall lender the cargo when the Vessel is ready to load and as fact as the Vessel can receive including, if required by the Carner, outside ordinary working hours nowithstanding any custom of the port, if the Merchant or his Agent fails to tender the cargo when the Vessel is ready to load or fails to load as fast as the Vessel can receive the cargo, the Carrier shall be relieved of any obligation to load such cargo, the Vessel shall be entitled to leave the port without further notice and the Merchant shall be liable to the Car-ner for deadireight end/or any overtime charges, losses, costs and expenses incurred by the Carrier.

(e) The Morchant or his Agent shall take delivery of the cargo fast as the Vessel can discharge including, if required by the Carrier, outside ordinary working hours notwithstanding

any custom of the port. If the Merchant or his Agent falls to take delivery of the cargo the Carrier's discharging of the cargo shall be deemed (utiliment of the contract of carriage. Should the cargo not be applied for within a reasonable time, the Carrier may sell the same privately or by auction. If the Merchant or his Agent fails to take delivery of the cargo as fast as the Vessel can discharge, the Merchant shall be liable to the Carrier for any overtime charges, losses, costs and expenses incurred by the Carrier.

(f) The Merchant shaft accept his reasonable proportion of

unidentified loose cargo.

10. Freight, Charges, Costs, Expenses, Duties, Taxes and

(a) Freight, whether paid or not, shall be considered as fully earned upon loading and non-returnable in any event. Unless otherwise specified, freight and/or charges under this Contract are payable by the Merchant to the Carrier on demand. Interest at Libor (or its successor) plus 2 per cent, shall run from fourteen days after the date when freight and charges

are payable.
(b) The Merchani shall be liable for all costs and expenses of furnigation, gathering and sorting loose cargo and weighing onboard, repairing damage to and replacing packing due to excepted causes, and any extra handling of the cargo for any of the aforementioned reasons.

(c) The Merchant shall be liable for any dues, duties, taxes

and charges which under any denomination may be levied, inter alia, on the basis of freight, weight of cargo or tonnage of the Vessel

(d) The Merchant shall be liable for all fines, penalties, costs, expenses and losses which the Cerrier, Vessel or cargo may incur through non-observance of Customs House and/or import or export regulations.

(e) The Carrier is entitled in case of incorract decircation of contents, weights, measurements or value of the cargo to claim double the amount of freight which would have been due if such declaration had been correctly given. For the purpose of ascertaining the actual facts, the Camer shall have the right to obtain from the Merchant the original invoice and to have the cargo inspected and its contents, weight, measurement or value verified.

The Carrier shall have a lien on all cargo for any amount due under this contract and the costs of recovering the same and shall be entitled to sell the cargo privately or by auction to sattsfy any such claims

12. General Average and Salvage.

General Average shall be adjusted, stated and settled in Lon-don according to the York-Antwerp Rules 1994, or any modifi-cation thereof, in respect of all pargo, whether carried on or under deck. In the event of accident, danger, damage or desaster before or after commencement of the voyage fasulting : from any cause whatsoever, whether due to hegligerice or not, for which or for the consequence of which the Cartier is not responsible by statute contract or otherwise the Merchant shall contribute with the Cerrier in General Average to the payment of any sacrifice, losses or expenses of a General Average nature that may be made or incurred, and shall pay cal-vage and special charges incurred in respect of the cargo. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the salving vessel or vessels belonged to strangers.

13. Both-to-Blame Collision Clause.

If the Vessel comes into collision with another vessel as a result of the neglipence of the other vessel and any act, negligence or default of the Master, Mariner, Pilot or the servents of the Carrier in the navigation or in the management of the Vessel, the Merchani will indemnify the Carrior against all loss or liability to the other or non-carrying vessel or her Owner in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the owner of the cargo paid or payable by the other or non-carrying vessel or her Owner to the owner of the cargo and set-off, recouped or recovered by the other or non-carrying vessel or her Owner as part of his claim against the carrying vessal or Carrier. The foregoing provisions shall also apply where the Owner, operator or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

14. Government directions, War, Epidemics, Ice, Strikes,

(a) The Master and the Carrier shall have liberty to comply with any order or directions or recommendations in connection with the carriage under this Contract given by any Govemment or Authority, or anybody acting or purporting to act on behalf of such Government or Authority, or having under the terms of the insurance on the Vessel the right to give such orders or directions or recommendations.

(b) Should it appear that the performance of the carriage would expose the Vessel or any cargo inhoerd to risk of selzure, damage or delay, in consequence of war, warlike operations, blockade, rlots, civil commotions or piracy, or any person onboard to risk of loss of life or freedom, or that any si has increased, the Master may discharge the cargo at the Port of loading or any other safe and convenient port.

(c) Should It appear that epidernics; quarantine; ice: labour troubles, labour obstructions, strikes, lockouts (whether onboard or on shore); difficulties in foeding or discharging would prevent the Vessel from leaving the Port of leading or reaching ntering the Port of discharge or there discharging in the usual manner and departing therefrom, all of which safely and without unreasonable delay, the Master may discharge the cargo at the Port of loading or any other safe and convenient

Page 2

(d) The descharge, under the provisions of this Clause, of any cargo shall be deemed due fulfilment of the contract of car-

(e) If in connection with the exercise of any liberty under this Clause any extra expenses are incurred they shall be paid by the Merchant in addition to the freight, logether with return freight. If any, and a reasonable compensation for any extra services rendered to the cargo.

15. Defences and Limits of Liability for the Carrier, Ser-

vants and Agents.

(a) It is hereby expressly agreed that no servent or agent of the Carrier (which for the purpose of this Clause includes ev-ery independent contractor from time to time employed by the Carrier) shall in any circumstances whatsoever be under any whatsoever to the Merchant under this Contract of car nage for any loss, damage or detay of whatsoever kind ansing resulting directly or indirectly from any act, neglect or de fault on his part while acting in the course of or in connection with his employment.

(b) Without prejudice to the generality of the foregoing provisions in this Clause, every exemption from liability, limitation, condition and liberty herein contained and every right, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled, shall also be available and shall extend to protect every such servant and agent of the Carrier acting as aforesaid.

(c) The Merchant undertakes that no claim shall be made against any servant or agent of the Carrier and, if any dam should nevertheless be made, to Indemnify the Carrier against

(d) For the purpose of all the foregoing provisions of this Clause the Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who might be his servents or agents from time to time and at such persons shall to this extent be or be deemed to be parties to this Contract of carriage.

16. Stowage.

(a) The Carner shall have the right to slow cargo by means of containers, trailers, transportable tanks, flats, pallets, or skni-ler articles of transport used to consolidate goods.

(b) The Carrier shall have the right to carry containers, traffers, transportable tanks and covered flats, whether stowed by the Carrier or received by him in a stowed condition from the Merchant, on or under deck without notice to the Merchant. 17. Shipper-Packed Containers, trailers, transportable

tanks, flats and pallets.
(a) if a container has not been filled, packed ox stowed by the

Carrier, the Carrier shall not be liable for any loss of or damage to its contents and the Merchant shall cover any loss or expense incurred by the Cerrier, if such loss, damage or expense has been caused by:

(i) negligent filling, packing or slowing of the container;

(ii) the contents being unsuitable for carriege in container; or

(iii) the unsuitability or defective condition of the container un-less the container has been supplied by the Carrier and the unsultability or defective condition would not have been apperent upon reasonable inspection at or prior to the time when the container was filled, packed or stowed.

(b) The provisions of sub-clause (i) of the Clause also apply with respect to trailers, transportable tanks, flats and pallets which have not been filled, packed or slowed by the Carner (c) The Carrier does not accept hability for damage due to the unsultability or defective condition of reeler equipment or trailers supplied by the Merchant

18. Return of Containers.

(a) Containers, pallets or similar articles of transport supplied by or on behalf of the Carrier shall be returned to the Carrier in the same order and condition as handed over to the Merchant, normal wear and tear excepted, with interiors clean and within the time prescribed in the Carrier's tartif or elsewhere.
(b) The Merchant shall be liable to the Carrier for any loss.

damage to, or delay, including demorrage and detention in-curred by or sustained to containers, patiets or similar articles of transport during the pariod between handing over to the Merchant and return to the Carrier.

ADDITIONAL CLAUSE

U.S. Trade. Period of Responsibility.

(i) In case the Contract evidenced by this Bill of Lading is subject to the Carninge of Goods by Sea Act of the United States of America, 1936 (U.S. COGSA), then the provisions stated in said Act shall govern before loading and after discharge and throughout the entire time the cargo is in the Carrier's o and in which every freight shall be payable on the cargo con Ing Into the Carrier's custody.
(it) If the U.S. COGSA applies, and unless the nature and value

of the cargo has been declared by the shipper before the cargo has been handed over to the Carrier and inserted in this Bill of Lading, the Carrier shall in no event be or become liable for any loss or damage to the cargo in an amount exceeding USD 500 per package or customary freight unit.

SUPPLEMENTAL CLAUSES TO CONLINE BOOKING NOTE DATED MAY 07, 2009

14. Vessel Description

MV "Global Progress" Type RO/RO and Container Year built: 1977 Class Bureau Veritas IMO Number 7504586 Call Sign C6MQ4 Flag Bahamas Gross Tonnage (GRT) 19605 Mtons Net Tonnage (NRT) 6345 Mtons Length Overall 164.0 Mtrs + Ramp = 180.10 Mtr Max. Breadth 26.52 Mtrs Summer Draft 10.80 Mtrs Deadweight (DWT) 19669 Mtons Container Capacity 713 TEUs Bale Capacity 28510 CBM Ramp Capacity 120 Mtons Cranes 2 x 25 Mtons + 2 x 40 Mtons Speed: about 13 knots All details about, given in good faith without guarantee

15. Load/discharge Terms.

Loading terms: Liner in - Carrier will be responsible for stevedoring charges at Durban

Discharging terms: Free out - Merchant will be responsible for stevedoring charges at Mogadishu. Crew to assist in discharging if permitted by local authorities

16. Freight and payment (Also refer to Clause 10. of rider Clauses)

Freight: USD 950,000 lump sum based on packing list attached. Any increases in cargo volume to be adjusted pro rata accordingly.

Payment terms: 100 percent prepaid on completion of loading in Durban into Carrier account in New York by wire transfer.

17. Dues/taxes (Also refer to Clause 10. of rider Clauses)

Dues at Durban: Any dues, wharfages, taxes on Vessel for Carrier account Any dues, taxes, wharfages on cargo for Merchant account

Dues at Mogadishu: All dues, taxes, wharages on Vessel and /or cargo at Mogadishu for Merchant account

18. Detention

USD \$20,000 per day pro rata for any delays to Vessel due to cargo non readiness, documentation problems, export/import permits, security, and any other reasons outside control of Carriers

19. Insurance

All insurance on Vessel to be for Carriers account.

All insurance on cargo to be for the account of Merchant.

20. Security

Merchant to be responsible for arranging all security, including: Full EU escort to/from Mogadishu from established RDV -Marines in RHIBs escort from EU to port, and in port during unloading- military guard in port (mechanized infantry company of 100+ soldiers, tanks, heavy weapons, etc.) -military and political intervention during unloading to minimize disruptions - priority berthing (ie, AMISOM vessels will "jump the queue") -military aboard vessel in port, and while sailing to meet escort (if desired) -Marine guard if anchoring outside of port awaiting escort RDV (if desired) -full military and intelligence briefing by international community and AMISOM partners (EU, US, UN, etc.)

21. Authority

The Master of the Vessel retains ultimate authority whether to proceed in to port or leave port at any time should the security of Vessel, crew or cargo come into question.

22. Commissions

None. Contract is net of commissions

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84.00 Average Weight Gross	84.00	449.20	ĺ	37.4335	2.591	2.37	6.096	12	ontainers 20ft	Cont
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	50.00	690.00		27.60	1	2.40	4.60	25	railers Water	Traile
11.00 Some of these will go in trucks	11.00	187.68	1.10	18.77		2.40	4.60	10	railers Cargo	Traile
	103.50	565.55	11.50	62.84	2.69	3.20	7.30	9	nkhals	Rink
	15.60	75.00	7.80	37.50	2.50	2.50	6.00	2	das	Reva
	13.00	96.90	13.00	96.90	3.80	2.50	10.20	-	nil 100 Logistics Truck	Sami
	32.00	288.60	8.00	72.15	3.70	2.50	7.80	4	nil 50 Armored Recovery	Sami
	6.00	41.63	6.00	41.63	3.00	2.44	5.69	-	nil 20 Ambulances	Sami
	25.50	194.22	8.50	64.74	3.02	2.45	8.75	3	nil 50 Tankers	Sami
	22.50	183.93	7.50	61.31	3.20	2.45	7 82	ω	nil 50 Logistics Truck	Sami
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	Line Wght	Line Cube	wght 1,000kgs	Cube	Ŧ	W	-	74:	n Note	ttem

April Ship Loading Break Bulk

ADDENDUM NO. 1 TO CONLINE BOOKING NOTE DATED MAY 07, 2009

- 1. MV "GLOBAL PROGRESS" will not make a direct call at Durban for this cargo.
- 2. First leg from Durban will be carried by MV "THOR GALAXY" as described below:
 - MV THOR GALAXY
 - Built: June 2008
 - Dwat; 13802 dwt on 9.166 m draft ssw
 - Tween deck general cargo ship
 - 2 holds / 2 hatches
 - Hong Kong flag
 - NK class
 - P&I CLUB: Japan PANDI
 - GRT/NRT: 10021/4520
 - LOA: 124.56M
 - Beam: 21.20M
 - Depth: 14.0M
 - Intake Bale: 19621.58 cbm
 - Cranes: 2 x 50 mts cranes placed portside combi upto 100 mts
 - Fully container fitted intake
 - Nominal: 538 TEU // 248 FEU
 - HATCH DIMS

Weather deck #1: 27.00 m x 15.00 m (single pull type)

#2: 37.50 m x 15.00 m ditto

Tween deck #1: 34.50 m x 21.50 m (pontoon type, 11 pcs each twn deck) #2: 45.75 m x 21.20 m (pontoon type, 13 pcs each twn deck)

- Railmounted hoist fitted inside hold for handling of tweendeck pontoons, which can also be handled by cranes.
- HOLD DIMS:

#1 upper hold: 34.50 x 21.20 x 5.0 #2 upper hold: 45.75 x 21.20 x 5.0 #1 lower hold: 34.50 x 19.00 x 7.810 #2 lower hold: 45.75 x 19.00 x 7.810

ETA Durban June 01 weather permitting.

3. Cargo will be transshiped to GLOBAL PROGRESS at either Mombasa or Dar Es Salaam in Carrier's option. Carrier will be responsible for any damage/loss to cargo from transshipment Movements.

ETA Transhipment point June 06/07 weather permitting.

4. GLOBAL PROGRESS will then make a direct call to Mogadishu.

All other terms/conditions of the booking note remain in force and unchanged.

Signature (Carrier)

Signature (Merchant)

EXHIBIT B

Bijan Paksima

From:

Bijan Paksima

Sent:

Saturday, June 13, 2009 1:44 PM

To:

Capt. Leszek Grodkiewicz; Kazem Paksima

Subject:

Fw: G.Progress - Urgent

Best Regards, Bijan Paksima

---- Original Message ----

From: Bijan Paksima

To: 'Christian.Bock@dyn-intl.com' <Christian.Bock@dyn-intl.com>

Cc: Ali David Paksima; 'Christine.Cissa@dyn-intl.com' <Christine.Cissa@dyn-intl.com>

Sent: Sat Jun 13 12:56:28 2009 Subject: Re: G.Progress - Urgent

Christian,

Please do utmost to allow the Vessel to sail immediately to avoid any security/safety issues.

We will have no choice but to hold Dyn International responsible for all delays, costs and consequences.

Best Regards, Bijan Paksima

---- Original Message ----

From: Bock, Christian < Christian. Bock@dyn-intl.com>

To: Bijan Paksima

Cc: Ali David Paksima; Cissa, Christine < Christine. Cissa@dyn-intl.com>

Sent: Sat Jun 13 11:22:02 2009 Subject: RE: G.Progress - Urgent

Bijan,

All port fees as quoted by the port to our agent have been paid. The problem is that the port is trying to extort an additional \$20K for services which were not requested, not performed, and unknowingly added to our bill. We've just confirmed this info from our agent and the Force Commander. We are working to have the vessel released while we discuss this extortion with the Port. The Force Commander is personally speaking with the Port Manager.

You know Mog Port as well as I, and this is another attempt at illegal rent seeking by port's personnel. We are working the issue now.

I will revert as soon as we have another update.

Cheers,

Christian

----Original Message----

From: Bijan Paksima [mailto:bpaksima@gogcl.com]

Sent: Saturday, June 13, 2009 4:24 PM

To: Bock, Christian Cc: Ali David Paksima

Subject: G. Progress - Urgent

Christian,

Port control advised Master that Vessel cannot sail due to non payment of port dues (by Dyn). Please sort this out urgently.

Best Regards, Bijan Paksima

This message may contain DynCorp International Privileged/Proprietary information. If this email is not intended for you, and you are not responsible for the delivery of this email message to the addressee, do not keep, copy or deliver this email message to anyone. Please destroy this email in its entirety and notify the sender by reply email. Your cooperation is appreciated.

EXHIBIT C



Global Container Lines

Global Container Lines Limited

100 Quentin Roosevelt Boulevard, Garden City, NY 11530, USA
TEL +1 (516) 222 0707 FAX +1 (516) 222 0377 E-MAIL admin@gogcl.com WEB www.gogcl.com

July 9, 2009

DynCorp International LLP 3190 Fairview Park Drive, Suite 350 Falls Church, VA 22042 USA Attention: Mr. Christian Bock Attention: Ms. Christine Cissa

Subject: Shipment from Durban to Mogadishu per MV "Thor Galaxy" / "Global Progress" - Booking Note Dated May 07, 2009

Dear Mr. Bock and Ms. Cissa:

We refer to subject Booking Note and correspondence of June 13th and 14th, 2009 with respect to delay in sailing of MV "Global Progress" from Mogadishu due to Dyn International's failure in obtaining timely port clearance for the vessel. As per supplemental clause 18 of the referenced booking note, Dyn International's failure to obtain port clearance timely to enable the vessel to sail from Mogadishu constitutes detention which is to be calculated at the rate of US \$ 20,000 per day pro rata.

As per attached Statement of Fact, Vessel completed discharge operations on June 12th at 20:00 hours local time and was ready to sail at 23:10 local time. Port clearance and permission to sail was not received until 23:10 hours local time on June 13th, meaning that vessel was on detention for exactly 24 hours.

Please find attached, our Invoice # 00-09-0170 in the amount of \$20,000 for detention charges. Please process for prompt payment.

Regards,

Bijan Paksima

Global Container Lines Limited

Bijan Paksima

From:

Bijan Paksima

Sent:

Sunday, June 14, 2009 9:05 AM

To:

'Bock, Christian'

Cc:

Ali David Paksima

Subject: G.Progress V - 9502 Statement of fact.

Christian.

Below is statement of facts from the Master of GLOBAL PROGRESS. We will calculate the time lost and detention charges in due course.

STATEMENT OF FACT.

12.06.2009.

m/v Global Progress.

Port Mogadishu.

13.30 It Arrived p/station.Informed « Port Control »,asked pilot.

14.30 It P.O.B.

14.55 It Make fast tug's.

15.10 It First line ashore.

15.20 It All fast.

15.30 It Pilot off.

15.50 It Lower down the ramp.

15.55 It Commenced discharge VHCLS from w/deck.

17.00 It Completed discharge VHCLS from w/deck.

Commenced discharge CNTRS from w/deck.

17.50 It Completed discharge CNTRS.

Commenced discharge waters drums from shelterdeck.

20.00 It Completed cargo operations.

23.05 It Closed the ramp.

23.10 It Awaiting pilot.

13.06.2009.

05.15 It P.O.B.(two pilots and two security on board).

05.40 It Make fast

tugs.

05.45 It Single up.

05.50 It Clear of berth. Various courses and speed proceeding

to anchorage.

06.30 lt Dropped port anchor,4 shackles in water in psn: lat 02 00.8 N long 045 21.1 E.

Pilots off, two security on board. M.E. 15 min notice.

08.00 It Asked port manager to deliver Port Clearance.

12.00 It The same psn. Again asked Port Control and Manager to deliver Clearance. Promised after one hour.

16.00 It The same psn. Awaiting Clearance.

20.00 It The same psn, waiting Clearance.

23.10 It Received Clearance. Heave up anchor.

24.00 It Under escort F732 proceeding to Mumbai.

Brgds

Master.

Best Regards. Bijan Paksima



Global Container Lines Limited

Invoice

Invoice No Date
00-09-0170 07/09/2009

Global Container Lines

100 Quentin Roosevelt Boulevard, Garden City, NY 11530, USA
TEL +1 (516) 222 0707 FAX +1 (516) 222 0377 E-Mail admin@gogcl.com

DynCorp International 3190 Fairview Park Drive, Suite 350 Falls Church, Virginia U.S.A.

Tel: 571-722-0210

Fax: 571-722-0252

Vessel / Voyage	Sailing Date	LDD/DIS	Remarks
Thor Galaxy&Global Progress V/9502	06/02/2009	ZADUR/SOMGQ	
Description	on		Amount
Booking Note Dated May 7, 2009 betwee International - Shipment from Durban "Thor Galaxy" / "Global Progress"			
Detention Charges at Port Mogadishu a	awaiting port	clearance	
From: June 12, 2009 23:10 hours To : June 13, 2009 23:10 hours			
lime on Detention = 1 day			
day @ US \$20,000 per ;day = \$20,000			20,000.0
		141	
		~	
į.			
			,
		Total US \$	20,000.00

Amount In Words
US Dollars Twenty Thousand Only

For Global Container Lines Limited

Please wire transfer free of charges to:

JPMorgan Chase 1985 Marcus Avenue, Floor 1st New Hyde Park, NY 11042

ABA: 021000021

For Credit To:

Global Container Lines Limited

Account No: 893032972

EXHIBIT D

Entered 01/11/11 15:34:30 Case 8-09-78585-ast Doc 262-1 Filed 01/11/11

Hormoz Shayegan

From:

Hormoz Shayegan

Sent:

Tuesday, March 09, 2010 4:12 PM

To:

'christian.bock@dyn-int.com'; 'christine.cissa@dyn-int.com'

Cc:

Subject:

m.v. "Thor Galaxy"/m.v. "Global Progress" - Durban to Mogadishu, Booking Note Dated May

7, 2009 (CORRECTION - Detention Dates)

CORRECTION (Detention Dates)

Date:

March 8, 2010

To:

DynCorp International LLP

Attn.

Mr. Christian Bock/Ms. Christine Cissa

Subject: Booking Note dated May 7, 2009 m.v. Thor Galaxy"/"Global Progress"

Invoice No. 00-0170 dated 07/09/2009

Detention Charges at Port Mogadishu June 12-June 13, 2009

(per Statement of Facts dated June 14, 2009 and Clause 18 of the Booking Note dated 05/07/2009)

This refers to the captioned matter and the various correspondence including our emails of June 13, 2009 and letter of July 9, 2009 (and its attachments) regarding the detention charges of \$20,000 the payment of which appears to have escaped your attention.

We now demand payment of the outstanding and overdue detention amount of \$20,000 without further delay. As a gesture of goodwill, we are prepared to waive interest for late payment of these charges provided we receive the full payment of the detention amount by Monday March 16, 2010.

Will appreciate your confirmation by return.

Regards

Hormoz Shayegan Global Container Lines Limited

EXHIBIT E

Hormoz Shayegan

From:

Hormoz Shayegan

Sent:

Monday, March 15, 2010 4:41 PM

To:

'christine.cissa@dyn-int.com'

Cc: Subject: 'michael.story@dyn-intl.com'; 'Donohue, Keith'; 'christian.bock@dyn-intl.com'; Akin, Robert A

m.v. "Thor Galaxy"/m.v. "Global Progress" - Durban to Mogadishu, Booking Note Dated May

7, 2009 - FOR IMMEDIATE ATTENTION PLEASE

Attachments:

DynCorp International.pdf



March 15, 2010

DynCorp International LLP

Attn. Contract Administrator-in-charge

Please find attached our letter of March 15, 2010 and its attached documents which are self explanatory. We are forwarding this message to you as Mr. Christian Bock and Ms. Christine Cissa do not appear to be currently employed with DynCorp International.

Regards

Hormoz Shayegan Global Container Lines Limited



www.gogcl.com

FAX 1 571 722 0252 FAX 1 972 871-6771

March 15, 2010

DynCorp International 3190 Fairview Park Drive Suite 350 Falls Church, VA 22042

Attn. Contract Administrator

Dear Madame/Sir.

Booking Note Dated May 7, 2009

m.v. "THOR GALAXY"/"m.v. GLOBAL PROGRESS"

Invoice No. 000170 Dated 07/09/2009

Detention Charges at Port Mogadishu June 12-June 13, 2009

Please find attached our email of March 8, 2010 – and our letter of July 9, 2009 and its attachments – regarding outstanding and overdue detention charges of \$20,000.

We will appreciate your immediate payment of the outstanding amount of \$20,000. As advised in our email of March 8, 2010, we are prepared to waive interest on late payment of the invoice upon your prompt payment.

Truly yours

Hormoz Shavegan

Director

Global Container Lines Limited

Tel. (516) 408-7705 (direct)

Email: hshayegan@gogcl.com

Doc 262-1 Filed 01/11/11 Entered 01/11/11 15:34:30 Case 8-09-78585-ast

Hormoz Shayegan

From:

Hormoz Shayegan

Sent:

Tuesday, March 09, 2010 4:12 PM

To:

'christian.bock@dyn-int.com'; 'christine.cissa@dyn-int.com'

Cc:

Subject:

m.v. "Thor Galaxy"/m.v. "Global Progress" - Durban to Mogadishu, Booking Note Dated May

7, 2009 (CORRECTION - Detention Dates)

CORRECTION (Detention Dates)

Date:

March 8, 2010

To:

DynCorp International LLP

Attn.

Mr. Christian Bock/Ms. Christine Cissa

Subject: Booking Note dated May 7, 2009

m.v. Thor Galaxy"/"Global Progress" Invoice No. 00-0170 dated 07/09/2009

Detention Charges at Port Mogadishu June 12-June 13, 2009

(per Statement of Facts dated June 14, 2009 and Clause 18 of the Booking Note dated 05/07/2009)

This refers to the captioned matter and the various correspondence including our emails of June 13, 2009 and letter of July 9, 2009 (and its attachments) regarding the detention charges of \$20,000 the payment of which appears to have escaped your attention.

We now demand payment of the outstanding and overdue detention amount of \$20,000 without further delay. As a gesture of goodwill, we are prepared to waive interest for late payment of these charges provided we receive the full payment of the detention amount by Monday March 16, 2010.

Will appreciate your confirmation by return.

Regards

Hormoz Shayegan Global Container Lines Limited



100 Quentin Roosevelt Boulevard, Garden City, NY 11530, USA +1 (516) 222 0707 +1 (516) 222 0377 - admin@gogcl.com

July 9, 2009

DynCorp International LLP 3190 Fairview Park Drive, Suite 350 Falls Church, VA 22042 USA Attention: Mr. Christian Bock Attention: Ms. Christine Cissa

Subject: Shipment from Durban to Mogadishu per MV "Thor Galaxy" / "Global Progress" - Booking Note Dated May 07, 2009

Dear Mr. Bock and Ms. Cissa:

We refer to subject Booking Note and correspondence of June 13th and 14th, 2009 with respect to delay in sailing of MV "Global Progress" from Mogadishu due to Dyn International's failure in obtaining timely port clearance for the vessel. As per supplemental clause 18 of the referenced booking note, Dyn International's failure to obtain port clearance timely to enable the vessel to sail from Mogadishu constitutes detention which is to be calculated at the rate of US \$ 20,000 per day pro rata.

As per attached Statement of Fact, Vessel completed discharge operations on June 12th at 20:00 hours local time and was ready to sail at 23:10 local time. Port clearance and permission to sail was not received until 23:10 hours local time on June 13th, meaning that vessel was on detention for exactly 24 hours.

Please find attached, our Invoice # 00-09-0170 in the amount of \$20,000 for detention charges. Please process for prompt payment.

· Regards,

Bijan Paksima

Global Container Lines Limited

Bijan Paksima

From:

Bijan Paksima

Sent:

Sunday, June 14, 2009 9:05 AM

To:

'Bock, Christian'

Cc:

Ali David Paksima

Subject: G.Progress V - 9502 Statement of fact.

Christian,

Below is statement of facts from the Master of GLOBAL PROGRESS We will calculate the time lost and detention charges in due course.

STATEMENT OF FACT.

12.06.2009.

m/v Global Progress.

Port Mogadishu.

13.30 It Arrived p/station.Informed « Port Control »,asked pilot.

14.30 lt P.O.B.

14.55 It Make fast tug's.

15.10 It First line ashore.

15.20 It All fast.

15.30 It Pilot off.

15.50 It Lower down the ramp.

15.55 It Commenced discharge VHCLS from w/deck.

17.00 lt Completed discharge VHCLS from w/deck.

Commenced discharge CNTRS from w/deck.

17.50 lt Completed discharge CNTRS.

Commenced discharge waters drums from shelterdeck.

20.00 It Completed cargo operations.

23.05 It Closed the ramp.

23.10 lt Awaiting pilot.

13.06.2009.

05.15 lt P.O.B.(two pilots and two security on board).

05.40 It Make fast

tugs.

05.45 It Single up.

05.50 lt Clear of berth. Various courses and speed proceeding to anchorage.

06.30 lt Dropped port anchor,4 shackles in water in psn: lat 02 00.8 N. long 045 21.1 E. Pilots off, two security on board. M.E. 15 min notice.

08.00 It Asked port manager to deliver Port Clearance.

12.00 It The same psn. Again asked Port Control and Manager to deliver Clearance. Promised after one hour.

16.00 It The same psn. Awaiting Clearance.

20.00 It The same psn, waiting Clearance.

23.10 lt Received Clearance. Heave up anchor.

24.00 lt Under escort F732 proceeding to Mumbai.

Brgds

Master.

Best Regards, Bijan Paksima



Global Container Lines Limited

Invoice

Global Container Lines

100 Quentin Roosevelt Bouleverd, Garden City, NY 11530, USA TEL +1 (516) 222 0707 FAX +1 (516) 222 0377 E-Mail admin@gogcl.com

Invoice No	Date
00-09-0170	07/09/2009

DynCorp International 3190 Fairview Park Drive, Suite 350 Falls Church, Virginia U.S.A.

ORIGINAL

Tel: 571-722-0210

Fax: 571-722-0252

el:		rax.5/1-	122 0232
Vessel / Voyage	Sailing Date	LDD/DIS	Remarks
Thor Galaxy&Global Progress V/9502	06/02/2009	ZADUR/SOMGQ	
Descripti	on		Amount
Booking Note Dated May 7, 2009 betwe	en GCL and Dy	nCorp	
International - Shipment from Durban	to Mogadishu	per MV	
"Thor Galaxy" / "Global Progress"			
Detention Charges at Port Mogadishu	awaiting port	clearance	
and permission to sail	-		
From: June 12, 2009 23:10 hours		the payone has the one and not one and	
To : June 13, 2009 23:10 hours			
Time on Detention = 1 day		10	
The on become in the			
1 day 0 US \$20,000 per ;day = \$20,00	0		20,000.0
		Total US \$	20,000.0

Amount In Words
US Dollars Twenty Thousand Only

For Global Container Lines Limited

Please wire transfer free of charges to:

JPMorgan Chase 1985 Marcus Avenue, Floor 1st New Hyde Park, NY 11042

ABA: 021000021

For Credit To:

Global Container Lines Limited

Account No: 893032972



EXHIBIT F

A Signature A Signature a desired. A conplete a desired. A contense a desired Name a desired Name a desired. B Received by (Printed Name) at the mailpiece, and th		
A Sayloe Type S. Church, VH 220+2 S. Service Type Christma Mall Christma Mall Christma Mall	X Signature X Becelved	a. Date of Delivery
SSU Begistered Mall	Addressed 10: Physical Physics of the San	m trem 1? ⁷ ☐ Yes below: ☐ No
	3. Service Type Cartified Mail D Registered In Insured Mail	☐ Express Mail ☐ Express Mail ☐ Return Receipt for Merchandise ☐ C.O.D.
2. Article Numt)
(Transferfror 7006 3450, 0000 0623 3988	stertion 7006 3450,0000 0623 3988	
PS Form 3811, February 2004 Domestic Return Receipt	######################################	102595-02-M-1549

Garden City Center 100 Quentin Roosevelt Boulevard Garden City, New York 11530-4850

Telephone (516) 357-3700 • Facsimile (516) 357-3792

C. Nathan Dee Partner

Direct Dial: (516) 357-3817 ndee@cullenanddykman.com

April 20, 2010

Via Certified Mail, Return Receipt Requested

DynCorp International 3190 Fairview Park Drive Suite 350 Falls Church, Virginia 22042

Attn: Ms. Christine Cissa Rumphrey,

RE:

Invoice No.: 00-09-0170 dated July 9, 2009

Detention Charges at Port Mogadishu June 12-13, 2009

Dear Madam:

Reference is made to the Booking Note dated May 7, 2009 between Global Container Lines and DynCorp International – Shipment from Durban to Mogadishu per MV "Thor Galaxy"/"Global Progress" (the "Booking Note"). Pursuant to Paragraph 18 of the supplemental clauses to the Booking Note, Invoice No. 00-09-0170 dated July 9, 2009 was issued to DynCorp International for detention charges incurred, in the amount of \$20,000.00. plus interest at the rate of 8% per annum for a total aggregate amount due and owing of \$21,254.63.

Demand is hereby made for payment in full of the \$21,254.63 within seven (7) days of your receipt of this letter. If payment in full is not made within seven (7) days of your receipt of this letter, this matter will be brought to the attention of the United States Bankruptcy Court for the Eastern District.

DynCom International has no legal defense to this outstanding debt. Please be advised that we do not waive our right to pursue any of our rights and remedies with respect to the outstanding payment, if not received within (7) days of your receipt of this letter.

Founded 1850

¹ Global Container Lines, Ltd reserves all of its rights to assert additional interest charges against DynCorp International.

CULLENandDYKMANLLP

Please be guided accordingly.

cc: Hormoz Shayegan Mr. Charles Harvey Mr. Jeff Rodriguez Nathan Dee